

Indiana Department of Insurance
Filing Company Checklist
Individual Accident & Health Policy Review Standards
(Checklist must be submitted with filing)

Company Name _____ NAIC # _____

Form number(s) _____ Filing date _____

Product Type (Some types may be exempt from certain filing requirements as marked by **)

Check all that apply.

- ☐ Major Medical ☐ Accident Only ☐ Dental ☐ Vision ☐ Disability Income
☐ Specified Disease ☐ Short Term Medical ☐ Indemnity Only ☐ Supplemental Plan
☐ Employer Coverage for Medicare Eligible Only ☐ Other _____

<i>Statute/Regulation</i>	<i>Requirement</i>	<i>N/A</i>	<i>Location in submitted documents</i>	<i>For IDOI USE ONLY Yes/No/Comments</i>
General Filing Requirements				
IC 27-1-3-15	Filing Fee —We will bill you quarterly for each form contained in the filing and for each company the form is filed for. The per form fee is \$35 or the retaliatory fee based on your state of domicile. PLEASE DO NOT submit any filing fees with your filing.			
Bulletin 125	A cover letter in duplicate and one copy of all forms to be filed. The cover letter should include:			
	a) A reference "Re:" line with the insurance company's name and NAIC number, and the form number of each form to be filed.			
	b) If there are numerous forms in one filing, please list them on a separate sheet of paper and indicate in the reference line "see attached list." Please list the most important form first and keep the same order in related correspondence			
	c) The name of a contact person, with telephone and fax numbers. Please include an e-mail address so that we may correspond with you by e-mail. On all correspondence, please include NAIC number and form number. Any submission of additional forms or materials should include a separate response letter, in duplicate, for each filing being addressed.			
	d) The nature of the insurance product (e.g. Medicare Supplement, individual, small group, association group, employer group health insurance, etc.)			
Bulletin 125	A postage-paid, self-addressed envelope of adequate size to hold the "approved" or "filed" stamped duplicate correspondence and any extra copies of forms that you wish to have returned. (There is no need to send more than one copy of the forms.)			
Bulletin 125	If the filing is submitted by an outside consulting firm, a letter giving authorization to file on behalf of the company. If you are filing for multiple companies, please pre-sort the materials, by company, before sending.			

Required Provisions for Individual A&H Policies	Policies MUST contain the following provisions, AS STATED, with the captions, or alternative appropriate captions. IF the provision does not apply, the insurer may omit or amend WITH THE APPROVAL OF THE DEPARTMENT			
IC 27-8-5-3(a)(1)	ENTIRE CONTRACT: CHANGES: This policy, including the endorsement and attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.			
IC 27-8-5-3(a)(2)	TIME LIMIT ON CERTAIN DEFENSES: After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.			
IC 27-8-5-3(a)(3)	GRACE PERIOD: A grace period of ("7" for weekly premium policies, "10" for monthly premium policies and "31" for all other policies) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall remain in force.			
IC 27-8-5-3(a)(4)	REINSTATEMENT: If any renewal premium is not paid within the time granted the insured for payment, a subsequent acceptance of premium by the insurer or by any agent authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy (see code for remainder of language)			
IC 27-8-5-3(a)(5)	NOTICE OF CLAIM: Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer, or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer. (See Ind. Code Sec. 27-8-5-3(a)(5) for alternative language for loss-of-time benefit policies.)			
IC 27-8-5-3(a)(6)	CLAIM FORMS: The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.			
IC 27-8-5-3(a)(7)	PROOFS OF LOSS: Written proof of loss must be furnished to the insurer at its office within 90 days after the date of such loss (<i>within 90 days after termination of insurer's liability period in case of policy providing periodic payments.</i>) Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in not event, except in the absence of legal capacity, later than 1 year after the time proof is otherwise required.			
IC 27-8-5-3(a)(8) & IC 27-8-5.7 "Clean Claims"	TIME OF PAYMENT OF CLAIMS: Payments under this policy for any loss, other than loss for which this policy provides any periodic payment, will be paid immediately upon receipt of due written proof of such loss, or in accordance with (NEW) Ind. Code Sec. 27-8-5.7, whichever is more favorable to the policyholder. (If policy provides for a periodic payment it will be paid not less frequently than monthly.) This provision must reflect compliance with IC 27-8-5.7.			

IC 27-8-5-3(a)(9)	PAYMENT OF CLAIMS: Indemnity for loss of life will be paid in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no designation or provision is then effective, such indemnity will be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured.			
IC 27-8-5-3(a)(10)	PHYSICAL EXAMINATIONS AND AUTOPSY: The insurer at its own expense shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.			
IC 27-8-5-3(a)(11)	LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.			
IC 27-8-5-3(a)(12)	CHANGE OF BENEFICIARY: Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary, or to any other change in this policy.			
IC 27-8-5-3(a)(13)	GUARANTEED RENEWABILITY: In compliance with the federal Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), renewability is guaranteed.			
IC 27-8-5-22	REFUND OF PREMIUM AT DEATH: Pro-rated from date following date of death to end of paid period.			
Optional Provisions for Individual A&H Policies	The following provisions are not required in an individual policy. However, if a policy issued or delivered in Indiana addresses the matters listed below, its provisions must appear as stated, preceded by the captions or other approved captions. Any variance in this language must be at least as favorable to the insured and MUST be approved by the Department of Insurance.			
IC 27-8-5-2.7 Bulletin 133	10 YEAR WAIVER OPTION: Applicable to no more than 2 (two) specified conditions.			
IC 27-8-5-3(b)(1)	CHANGE OF OCCUPATION: If the insured becomes injured or sick after changing to an occupation or engaging in work more hazardous than as stated in this policy, the insurer will pay only such benefits as the premium paid would have purchased. If the insured changes to an occupation less hazardous, then upon receipt of proof, the insurer will reduce the premium rate accordingly and will return the excess pro rata unearned premium. In applying this policy, the insurer must use the classification of risk and the premium rates last filed with the Department.			
IC 27-8-5-3(b)(2)	MISSTATEMENT OF AGE: If the age of the insured as been misstated, the amounts payable shall be such as the premium paid would have purchased at the correct age.			
IC 27-8-5-3(b)(3)	OTHER INSURANCE WITH THIS INSURER: If the insured currently has more than one policy with this insurer, with total benefits exceeding the maximum limit of the policy, then the excess insurance is void and the premium for the excess insurance shall be returned. (Alternatively, only one policy elected by the insured shall be effective, and the insurer will return any premium for other policies.)			
IC 27-8-5-3(b)(4) / IC 27-8-5-3(b)(5)	INSURANCE WITH OTHER INSURER(S). If there is other valid coverage for the same loss, on a provision of service basis or on an expense incurred basis, and this insurer has not been given notice of the other coverage prior to the loss, the liability of this insurer will be adjusted as well as a portion of the premiums paid.			
IC 27-8-5-3(b)(6)	RELATION OF EARNINGS TO INSURANCE: If total loss of time benefits promised under all valid loss of time coverage exceeds monthly earnings of the insured at time of disability or earning for the period of 2 years immediately preceding a disability, whichever is greater,			

	the insurer will be liable only for such proportionate amount of benefits, but this amount cannot be below \$200 or the sum specified in such coverage. <i>See Ind. Code Sec. 27-8-5-3(b)(6) for optional language if policy provides benefits until 50 years of age or if issued after 44 years of age for at least 5 years.</i>			
IC 27-8-5-3(b)(7)	UNPAID PREMIUM: Any premium due and unpaid upon the payment of a claim under the policy may be deducted from the claim.			
IC 27-8-5-3(b)(8)	CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, conflicts with the statutes of Indiana (or the state where the insured resides on such date) is hereby amended to conform to the minimum requirements of such statutes.			
IC 27-8-5-3(b)(9)	ILLEGAL OCCUPATION: Insurer shall not be liable for any loss to which a contributing cause was the insured's commission of or attempt to commit a felony or to which the contributing cause was the insured's being engaged in an illegal occupation.			
IC 27-8-5-3(b)(10)	INTOXICANTS AND NARCOTICS: Insurer shall not be liable for a loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of narcotics unless taken on the advice of a physician. (Note: to be excluded, the loss must be in consequence of the insured's being intoxicated, not just occurring while the insured is intoxicated or under the influence of narcotics.)			
Individual A&H Policies must provide:				
IC 27-8-5-2(a)(8)	Handicapped children beyond the age of maturity, (w/ 31 day notice to company).			
IC 27-8-5-2.5**	Pre-existing conditions after 12 months			
	a) But credit must be given for previous small group creditable coverage			
	b) Look-back 12 months			
	c) NO PERMANENT WAIVERS			
IC 27-8-5-15.6**	Mental Health Parity, IF mental health benefits offered; Substance abuse parity with mental health parity offered			
IC 27-8-5-20	Free look period			
IC 27-8-5-21	Adopted Children			
IC 27-8-26	Individuals w/o regard to genetic testing			
IC 27-8-5-6-2(b)**	Newborns, unless pregnancy pre-existed issuance of policy			
IC 27-8-6-4(b)	Reimbursement for services			
IC 27-8-14.2-1**	Diabetes treatment, supplies, equipment & education			
IC 27-8-20	Off-label use of certain drugs, IF drugs are covered			
IC 27-8-24-4	Infant screening tests required by IC 16-41-17-2 & Minimum maternity stays, IF maternity benefits offered			
IC 27-8-24.1-5**	Inherent Metabolic Disease			
IC 27-8-24.3	Victims of abuse w/o regard to the abuse			
IC 27-8-5-26	Breast reconstruction & prosthesis following mastectomy—must be covered if mastectomy covered by other carrier			
IC 27-8-28 and IC 27-8-29	Grievance and appeals procedures: Provisions should be provided which describe a three tier process for handling (1) internal grievances, (2) internal appeals and (3) external appeals and the related time frames for each tier.			
760 IAC 1-39-7	AIDS, HIV and related conditions IF other diseases covered (can't be unique exclusion)			
An individual policy must offer:				
IC 27-8-14.2-4	Pervasive development disorders including Autism and Asperger's.			
General Regulatory Issues	Under the authority provided by IC 27-1-4 the Department monitors various issues that have been determined to be unfair, misleading or potentially constitute unfair trade practices. The following issues will also be reviewed.			
Application questions 27-8-5-1(d)(2) 27-8-5-1.5(l)	1. Questions regarding an applicant's health cannot inquire about non-specific conditions prior to the most recent five years. 2. Questions inquiring if an applicant has had signs or symptoms of a condition are not permitted. 3. Small employer applications may not require applicants declining coverage to complete health questions.			

Arbitration 27-8-5-1(d)(2)	Mandatory and/or binding arbitration provisions are prohibited.			
First manifest language 27-8-5-19(c)(6) 27-8-5-2.5 27-8-15-27	Typically first manifest type language creates a permanent exclusion of coverage related to a condition present any time prior to the effective date of coverage contrary to any pre-existing condition provisions included in the form. Such inconsistencies are not permitted.			
Foreign language forms Bulletin 106	Foreign language forms must comply with Bulletin 106.			
Large endorsements 27-8-5-1(d)(2) 27-8-5-1.5(l)	The Department does not allow use of large or confusing endorsements to bring contracts into compliance. In such cases the entire contract should be refiled to incorporate the multiple changes. On a similar note, Indiana specific certificates should be filed rather than file an endorsement to revise another state's certificate.			
Open endorsements 27-8-5-1(d)(2) 27-8-5-1.5(l)	Highly flexible or "blank check" type endorsement forms that provide unlimited ability to revise forms without regulatory review are not allowed.			
Privacy of health information 27-8-5-1(d)(2) 27-8-5-1.5(l)	Employers cannot be asked to reveal or certify the accuracy of any knowledge they may have regarding an individual's health condition.			
Various fees 27-8-5-1(d)(2) 27-8-5-1.5(l)	Fees charged to accept or process an application are not allowed. One-time fees such as may be charged to issue a policy are acceptable providing they are clearly labeled and accompanied by a disclosure that the fee is fully refundable if the policy is not issued, not taken or returned during the "free look" period.			
Bulletin 103	No full and final discretion clauses except where policy is governed by ERISA			
760 IAC 1-8	Use of terms "Noncancellable" and "Guaranteed Renewable" must not be misleading			
27-8-5-1(d)(2) 27-8-5-1.5(l)	The policy form cannot contain provisions that are unjust, unfair, inequitable, misleading, or deceptive, or that encourage misrepresentation of the policy.			

I hereby certify, pursuant to IC 27-8-5-1.5(i)(1)(C), that the policy form submitted with this checklist meets all requirements of Indiana law.

Filer: _____

Printed: _____

Company: _____

Title: _____

Date: _____